Permit #F00160576

FilmL.A., Inc.
6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

Summary Information

Permit No: F00160576 **Type of Permit:** FILMING **Release Date:** 01/15/2020

Production Company	BACON & SONS
Insured Company Name	BACON & SONS
Contact Phone No. 1	323-466-4622
Contact Phone No. 2	
Fax	
Address	1142 SEWARD STREET HOLLYWOOD, California 90038
Production Title	ANCIENT ALIENS - DISH
Type of Production	Commercial - Standard

Producer	Ian Miller
Director	Ian Miller
1st AD	Chris Northrup
Production Manager	Tiffany Sanchez
FilmL.A. Coordinator	Cody Penwell
Location Manager	Staci Buckley
Primary Phone	Mobile - 323-646-1083
Secondary Phone	Office - 323-466-4622
Location Assistant	N/A N/A
Primary Phone	Mobile - 555-555-5555
Secondary Phone	

Fees

FILMLA NON-REFUNDABLE FILM APPLICATION FEE	$699.00
MONTEREY PARK APPLICATION FEE	$62.50
MONTEREY PARK LICENSING FEE	$250.00

Total Permit Fee $1,011.50

Number of Locations 1

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Summary Information — Location

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Production Company BACON & SONS
Insured Company BACON & SONS
Production Title ANCIENT ALIENS - DISH

Location Manager Staci Buckley
Primary Phone Mobile - 323-646-1083
Secondary Phone Office - 323-466-4622

Location Address 1301 Avenida Cesar Chavez, Monterey Park, CA, 91754

Location Name EAST LA COLLEGE

Location Type College/University

Film Dates 1/16/2020 - 1/16/2020 07:00 - 22:00 1 day

Open or Closed to the Public Open

Generic Conditions **THE CONSUMPTION OF ALCOHOLIC BEVERAGES AND THE USE OF DRUGS, INCLUDING MARIJUANA, ON LOCATION BY ANY CAST, CREW, OR INVITED GUESTS IS STRICTLY PROHIBITED.**
*Certain service and personnel fees required by jurisdictional agencies are not collected by FilmL.A. Any such fees must be paid directly to the appropriate agency, and a separate invoice will be provided to the permittee.
All vehicles must be parked on private property
Must comply with attached conditions
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic

Please see attached documents F00160576-Agent_Letter.pdf
F00160576-Overhead.pdf
F00160576-License_Agreement.pdf

Equipment on Location

Type	Quantity
5 or 10 ton trucks	4
Cast/Crew vehicles	65
Cube Trucks	3
Generator	1
Trailers	3
Vans	3

Personnel on Location

Type	Quantity
Cast	5
Crew	70

Filming Activities Equipment on property; Interior Dialogue; Filming in Recital Hall - Closed to Public;

Jurisdiction **Political:** Monterey Park **Police:** Monterey Park Police Department **Fire:** Monterey Park Fire Department

Approvals

MONTEREY PARK CITY MANAGER OFFICE	Jennifer Morelos
MONTEREY PARK FIRE DEPARTMENT	Chris Gomez
MONTEREY PARK HUMAN RESOURCES & RISK MANAGEMENT	Tom Cody
MONTEREY PARK POLICE DEPARTMENT	Robert Julian
MONTEREY PARK PUBLIC WORKS DEPARTMENT	Frank Lopez

Coordinator Note *ALL VEHICLES MUST BE CONTAINED TO PRIVATE PROPERTY.
*ABSOLUTELY NO PARKING OF ANY VEHICLES NOR EQUIPMENT ON CITY STREETS.

Parking **Base Camp** **Crew Parking**

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Insured Company BACON & SONS
Production Title ANCIENT ALIENS - DISH

Location Manager Staci Buckley
Primary Phone Mobile - 323-646-1083
Secondary Phone Office - 323-466-4622

Location Type : Filming Location

Location Type : Filming Location

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APPOINTMENT OF PACIFIC PRODUCTION SERVICES, INC. AS AUTHORIZED AGENT AND REPRESENTATIVE

I certify that I am a representative of Bacon & Sons (Principal) and am authorized to enter into binding contractual agreements on Principal's behalf provided Principal has pre-approved such agreements. I further certify that I am authorized by Principal to appoint other representatives and agents for Principal and to give such representatives and agents authority to enter into and bind Principal to agreements relating to the issuance and compliance with location film (e.g. theatrical, television, commercial, and other motion picture filming) and still photographic permits, including the permits themselves and any riders to such permits. Acting on the behalf of Principal in my capacity as its authorized representative, I appoint **Pacific Production Services, Inc.** and its employees and agents as Principal's authorized representatives and agents to apply for and receive location film (e.g. theatrical, television, commercial, and other motion picture filming) and still photographic permits on behalf of Principal through FilmLA for any city, county or other jurisdiction that FilmLA contracts with, in accordance with Principal's instructions, to negotiate, discuss, accept, modify, agree to bind the Principal to the terms and conditions of such permits (including any restrictions and/or community guidelines applicable to any such permit) and to execute such permits on behalf of Principal. Principal understands, acknowledges and agrees that it (and/or it's insurer) remains responsible and liable for any and all obligations imposed by or incidental to any permit or rider issued to Principal signed by an employee or agent of (including any coordinator, runner or messenger used by) **Pacific Production Services, Inc.** Principal further agrees to comply with the terms and conditions of any such permits and hereby appoints **Pacific Production Services, Inc.** as an authorized representative to facilitate compliance with such terms and conditions following issuance of such permits and to enter into agreements for Principal with respect thereto. Any person, city, agency, entity or organization (including FilmLA and any city, county or other jurisdiction that FilmLA contracts with) may rely on this appointment and not need obtain any further authorization for any act described herein. An original or electronic copy of this appointment shall be sufficient and may be treated as an original for all purposes. The appointment may be revoked by Principal at any time in writing delivered to FilmLA, but in any case shall expire one (1) year from the date of execution set forth below.

I declare under penalty of perjury under the laws of the State of California that I am authorized to appoint **Pacific Production Service, Inc.** as an agent for Principal and based on that authority I hereby appoint **Pacific Production Services, Inc.** as Principal's agent as set forth herein.

DATED January 10th, 2020	**BY** _____ REPRESENTATIVE'S SIGNATURE
Bacon & Sons	3249 Casitas Ave
NAME OF "PRINCIPAL" (PRODUCTION COMPANY)	PRINCIPAL'S STREET ADDRESS
Staci Buckley	Los Angeles, CA 90039
PRINT PRINCIPAL REPRESENTATIVE NAME	CITY, STATE, ZIP CODE
Location Manager	323.466.4622
REPRESENTATIVE TITLE (I.E. UPM, LOC. MGR.)	PRINCIPAL'S TELEPHONE NUMBER

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Room listings of some buildings subject to change due to ongoing construction - For an up to date map visit www.elac.edu

Map courtesy of Info Tech Dept

ELAC East Los Angeles College

Campus Map & Directory

Denotes Free Speech Area

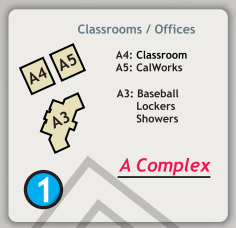
Lactation Rooms:
E1-138
F5-308
G1-301D

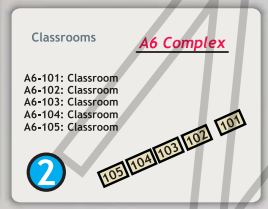
Electric charging stations located on the first floor of parking structures 3 & 4.

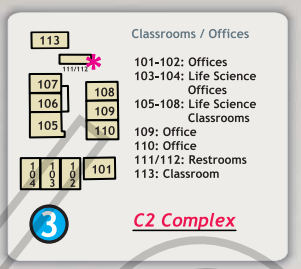
South Gate Campus (SG)
2340 Firestone Boulevard
South Gate, CA 90280

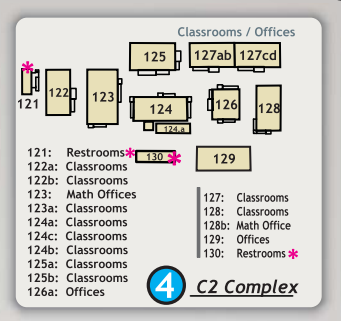
Rosemead Center
2444 Del Mar Avenue
Rosemead, CA 91770

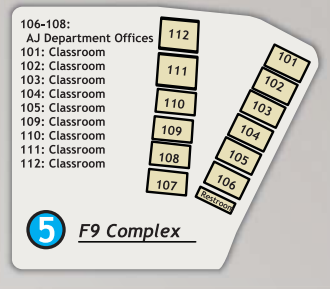
Corporate Center Offices
1055 Corporate Center Drive
Monterey Park, CA 91754

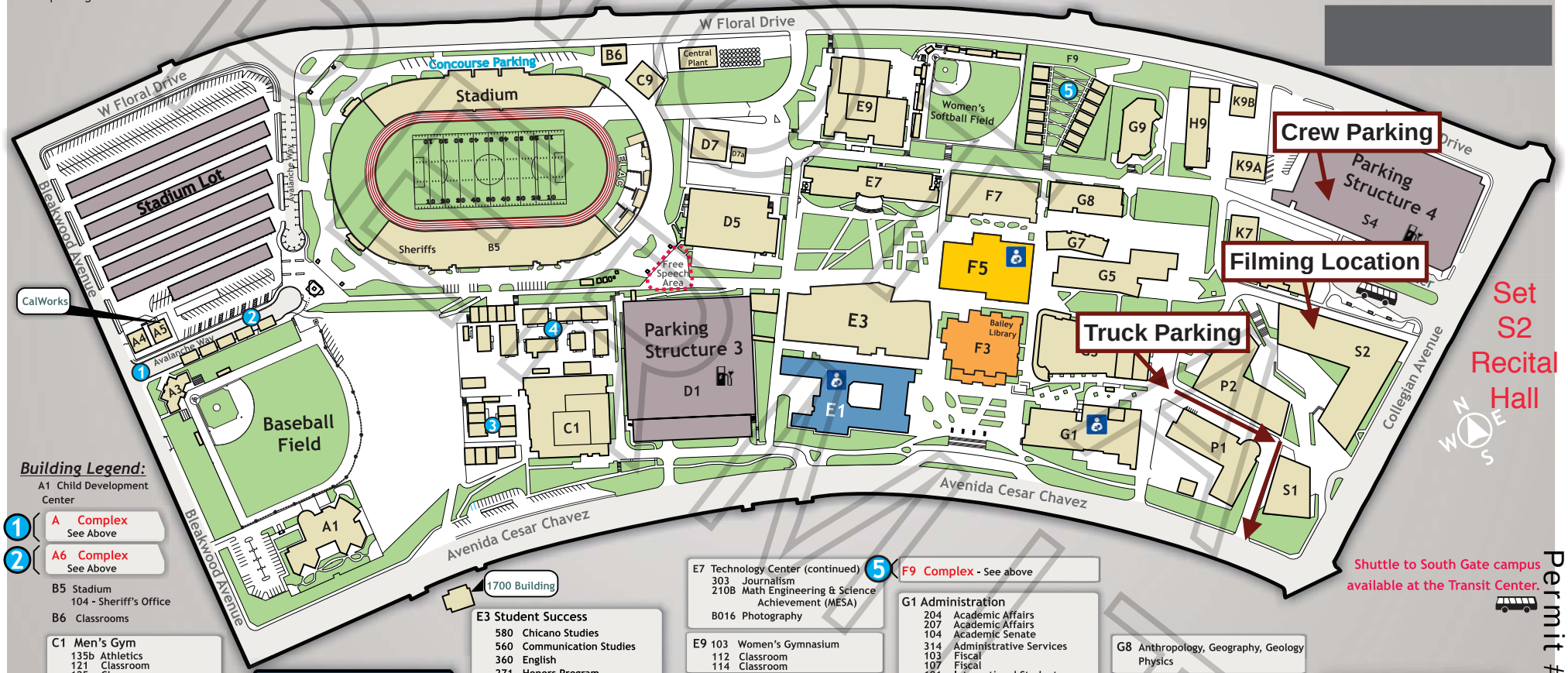












Building Legend:

A1 Child Development Center

1 **A Complex** See Above

2 **A6 Complex** See Above

B5 Stadium
104 - Sheriff's Office

B6 Classrooms

C1 Men's Gym
135b Athletics
121 Classroom
125 Classroom
128 Fitness Center
135 Kinesiology

3 **C2 Complex** - See above

4 **C2 Complex** - See above

D1 Parking Structure 3

D5 Swimming Pool / Classroom

D7 Transfer Center
Veterans Center

D7a Offices

E1 Student Services
105 Admissions / Registration
176 Career Center
127 Counseling
160 Disabled Student Programs and Services (DSPS)
121 Enrollment Center
227 Extended Opportunity Programs and Services (EOPS)
173 Financial Aid
135 Financial Aid
102 Information / Student ID
206 Offices
183 Matriculation/Assessment
118 Off-Site Education
213 Student Services

E3 Student Success
580 Chicano Studies
560 Communication Studies
360 English
271 Honors Program
280 Learning Assistance Center
107 Modern Languages
170 Modern Languages Lab
100 Non-Credit
220 Writing Center

E7 Technology Center
210 Adelante/First Year Experience (FYE)
112 Architecture
420 Computer Applications and Office Technologies (CAOT)
314 Electronics
104 Engineering

E7 Technology Center (continued)
303 Journalism
210B Math Engineering & Science Achievement (MESA)
B016 Photography

E9 103 Women's Gymnasium
112 Classroom
114 Classroom

F3 - Bailey Library

F5 Campus Center/Bookstore
212 Associated Student Union
104 College Store
201 Multipurpose Room
212 Student Activities
302 Student Health Center
321 Offices
323 Professional Development

F7
303 Business Administration
305 Child, Family & Education Studies
318 Philosophy
316 Psychology
307 Social Sciences

5 **F9 Complex** - See above

G1 Administration
204 Academic Affairs
207 Academic Affairs
104 Academic Senate
314 Administrative Services
103 Fiscal
107 Fiscal
101 International Students
110 Office
116 Mail Room
302d Office
305 President's Office
114 Reprographics

G3 Ingalls Auditorium
Foyer Room

G5
211 Allied Health
315 Chemistry
211 Life Sciences
111 Mathematics
LL009 MENTE Math Lab

G7 Lecture Halls

G8 Anthropology, Geography, Geology Physics

G9 Nursing

H9 Plant Facilities

K5 Classrooms
102 Escalante Program
104 Information Technology (IT Helpdesk)

K7 Community Services

K9A Plant Facilities (Main Office)

P1 Automotive Technology

Performing & Fine Arts Complex
P2 Theater
101 Theater Arts
S1 Vincent Price Art Museum
S2 202 Art
108 Dance
213 Music

S4 Parking Structure 4

Transit Center

Shuttle to South Gate campus available at the Transit Center.

Permit #F00160576

Address: 1301 Avenida Cesar Chavez, Monterey Park CA 91754

Note: East Los Angeles College is a NO SMOKING campus.

Revised: June 20, 2018

AGREEMENT FOR TEMPORARY USE OF BUSINESS PREMISES

This Agreement for Temporary Use of Business Premises (Agreement) is entered into as of January 8, 2020 by and between East Los Angeles College (hereinafter referred to as "Owner"), with a principal address of 1301 Avenida Cesar Chavez Monterey Park, CA 91754 and Bacon & Sons Film Co. (hereinafter referred to as "Producer") with a principal address of 3249 Casitas Avenue Los Angeles, CA 90039 T: (323) 646-1083.

1. For the period specified in paragraph 3 below, Owner hereby grants to Producer the right to enter upon Owner's property located at 1301 Avenida Cesar Chavez Monterrey Park, CA 91754, to bring personnel and equipment and to erect thereon temporary motion picture structures and sets and to use them for making a motion picture, commercial, television show, or still photography project, hereinafter referred to as the "Production", as described in paragraph 2 below.

2. Production. Producer will use the Premises for the purpose of producing a commercial/promo entitled "Ancient Aliens - Dish" (Production) and for no other purpose. It is anticipated that the following are the primary areas of Premises that will be used for the Production: S2 Recital Hall, base camp TBD, crew parking TBD. The following areas of Premises are off-limits and shall not be entered or used in connection with the Production: All other areas & buildings.

3. Schedule. Commencing on, but not before January 16, 2020 and concluding no later than January 16, 2020 (Production Time Frame), Producer may have the use of Premises as is reasonably necessary to perform the Production according to the following schedule:

Prep Day(s): NONE
Hold Day(s): NONE
Shoot Day: Thurs., Jan. 16, 2020
Wrap Day(s): NONE

Owner agrees to make Premises available to Producer during the hours specified during the Production Time Frame. The dates for commencement, Prep, Hold, Shoot and Wrap days may be changed by Producer due to changes in production schedule or weather conditions; however, ANY CHANGE IN SCHEDULE OR CANCELLATION MAY BE SUBJECT TO ADDITIONAL CHARGES PAYABLE BY PRODUCER as set forth herein.

4. Prep and Wrap Days. Producer shall pay $ N/A per day for each prep and/or wrap day(s). A prep and/or wrap day shall be up to 12 hours duration, from approximately 7AM to 7PM. Should there be a use beyond said 12 hours in the same day, said overage shall be charged at the rate of $ N/A per hour or part thereof. Prep days occur before shoot days and are used by the Producer for the purpose of when the art department and/or layout board crew makes adjustments to the property in preparation for filming. Wrap days occur after shoot days and are used for the purpose of removing Producer's property; the art department is readjusting and restoring Owner's property to its original

Owner's Representative Initials: MNM Producer's Initials:

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condition prior to prep and cleaning and, if necessary, Producer and/or outside contractors conducting repairs to the Premises. If Producer needs an additional Wrap Day or portion thereof to restore Premises to its original condition beyond the last date stated in Paragraph 3, then the fee stated above in this Paragraph shall apply. Producer will issue another check for the required amount, including any additional site rep fees.

5. Hold Days. The Producer shall pay $ N/A and that no one from the Production enters the Premises. In the event any personnel/crew member requires access to the Premises at any time during a designated hold day, the hold day shall become a Prep Day, Shoot Day or Wrap day as described above and shall be charged as stated above. A weather day shall mean a day that work is suspended due to adverse weather conditions and shall be charged at the rate set forth in Paragraphs 4 and 6, whichever rate that should apply to that date unless notification is made no later than 8PM the day before.

6. Shoot Days. Producer agrees to pay in advance of such initial use: the agreed sum of $6,000.00 for each shooting day or part thereof on which Producer makes use of Premises. A shooting day shall be up to 14 hours duration, from 7AM to 9PM (actual start time TBD). In the event that a shooting day lasts longer than 14 hours, then the following additional sums shall be paid by Producer for the overage: for going past 14 hours, $ 650.00 per hour or part thereof. In addition to paying for any use of Premises on Shoot Days, Producer shall pay any fine or citation issued by the City or other regulatory authority with respect to use of the property past the hour allowed by the City or other authority for such use. Nothing herein limits Producers responsibility for other fees, fines, citations, or damages incurred as a result of the Production. Producer will provide start time for the following day prior to the wrap of the current shoot day.

7. Site Oversight.

(a) Site Rep. Producer agrees to pay for a site representative from Michael N. Marks, Inc. (MNM) the sum of $N/A for each work day based on 12 hours per day or portion thereof. Producer acknowledges that MNM is Owner's agent. Should there be a use beyond said 12 hours; said overage shall be charged at $62.50 per hour or part thereof after 12 hours. If a day lasts longer than 14 hours the Site Rep Fee shall be increased at the overtime rate of $83.33 per hour for any hour or part thereof past 14 hours that the Shoot Day continues.

(b) Building Engineer. Producer agrees to pay for an employee from Owner through MNM the sum of $ 50.00 per hour for 14 hours per day. Should there be a use beyond said 14 hours; said overage shall be charged at $75.00 per hour or part thereof after 14 hours. If a day lasts longer than 16 hours the Site Rep Fee shall be increased at the overtime rate of $100.00 per hour for any hour or part thereof past 16 hours that the Shoot Day continues.

(c) Custodian. Producer agrees to pay for an employee from MNM the sum of $50.00 per hour for 10 hours.

Owner's Representative Initials: MNM Producer's Initials: _____

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8. Payment Schedule. The Producer agrees to pay MNM as Owner's Representative in advance of the first use of Premises (e.g. in advance of the first Prep Day) the following:

a) Location Fee of $ 6,000.00, which is the sum of the fees for Prep (if any), Hold (if any), Shoot and/or Wrap (if any) Days according to the following:

There will be 0 Prep day(s), 0 Hold day(s), 1 Shoot day and 0 Wrap day(s).

b) Site Rep Fee of $ N/A , which is equal to 0 days at $500.00 per 12 hour day.

c) Building Engineer Fee of $900.00, which is equal to 18 hours at $ 50.00 per hour, which included an Event Tech for 4 hours..

d) Custodial fee of $ N/A , which is equal to 0 hours at $ 50.00 per hour.

e) Security/damage deposit (by separate check) of $6,000.00.

Totals: Two checks – one for $6,900.00; one for $6,000.00.

Please make both checks out to: Michael N. Marks, Inc.

9. Cancellation. (a) Producer agrees that if Producer cancels the use of Premises for the Production for any reason at anytime later than 72 hours before and up to 48 hours before 7:00am on the first day of the Production Time Frame, Producer shall pay a cancellation fee of $1,725.00 (twenty-five per cent (25%) of the Total Location Fee Due); if the use is cancelled anytime later than 48 hours before and up to 24 hours before 7:00am on the first day of the Production Time Frame, Producer shall pay a cancellation fee of $3,450.00 (fifty per cent (50%) of the Total Location Fee Due) if the use is cancelled within 24 hours before 7:00am on the first day of the Production Time Frame, Producer shall pay a cancellation fee of $5,175.00 (seventy-five per cent (75%) of the Total Location Fee Due). If Producer notifies MNM of a cancellation later than 8 pm on any day, the notification will be deemed to have been made the following day for purposes of computing the cancellation fee. The parties deem these cancellation fees to be reasonable, given the time, effort, expense and inconvenience for Owner associated with making Premises available to Producer and with such a cancellation. Notification of cancellation for any of the above days set forth in Paragraphs 4 - 7 must be made by the Producer no later than 8PM the day prior to the day(s) to be cancelled, or Producer is responsible for the full rate as described in Paragraphs 4 - 8.

(b) Producer also agrees that if the production is cancelled, any agreed upon remodeling or restoration work started by Producer shall be completed or returned to the original condition at Owner's election and to Owner's reasonable satisfaction, including painting, carpentry and/or any other project.

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Owner's Representative Initials: **MNM** Producer's Initials: _____

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10. Security and Damage Deposit. Producer agrees to pay to MNM upon execution of this Agreement the sum of $ 6,000.00 as a refundable security and damage deposit. MNM shall refund the deposit within seven (7) working days of the last day on which Premises are used by Producer, PROVIDED AND TO THE EXTENT THAT Producer has no outstanding obligation for and no claim has been made for overages, fees (including but not limited to Cancellation Fees, Site Rep Fees), damage, loss, injury, repair, restoration, labor, etc. If Producer has any obligation for or a claim has been made for overages, fees, repairs, damages, or the like, said amounts shall be retained by MNM and will be deducted from the security and damage deposit unless Producer issues a new check for the required amount.

11. Payment. All location and use fees to be paid under this Agreement shall be paid to MNM, which shall be responsible for forwarding the appropriate amount to Owner according to the terms of the Listing Agreement entered into between the Owner and MNM.

12. Retakes. At any time within four (4) months from the date Producer first makes use of Premises hereunder, Producer may, following not less than seven (7) working days advance written notice to MNM and Owner, and on a mutually agreed upon date, use Premises for such period as may be reasonably necessary to photograph retakes or added scenes desired by Producer. In the event of such additional use, Producer shall pay MNM for such use in accordance with the terms of this agreement, including the payment obligations set forth in paragraphs 4 through 12 above.

13. Photographs. Owner grants to Producer, its successors, assigns and licensees, the perpetual right to use in all media throughout the universe the photographs of the Premises taken by Producer in connection with the Production (including the exterior and interior of structures, and the names, logos and verbiage contained on signs) in such manner, and to such extent, as Producer may desire. This right includes the right to attribute fictitious events as occurring on the Premises and the right to identify the Premises by fictitious name. Producer shall be the sole owner of the photographs taken hereunder.

14. Condition of Property.

(a)Producer accepts the Permit Area 'AS-IS," "WHERE-IS," and "WITH ALL FAULTS" subject to all applicable zoning, municipal, county, and state laws, ordinances, and regulations governing and regulating the use of Permit Area, and accepts this Agreement subject thereto and to all matters disclosed thereby. Producer agrees to leave Premises and all property of any kind located thereon in as good order and condition as they were immediately prior to Producer's use of Premises, to restore Premises to such condition, and to pay for any injury, damage or loss that may occur in connection with or as a result of the Production or Producer's use of Premises, including but not limited to use by Producer's agents, employees, independent contractors, and/or any persons invited or coming onto Premises in connection with the Production.

(b) Without detracting from the generality of the above, Producer specifically agrees to conduct, or to pay Owner's cleaning people to conduct, a thorough cleaning of the areas of Premises affected by or used in connection with the Production, including sweeping and mopping floors, vacuuming, pick up and raking of exterior, washing surfaces and windows, and general cleaning.

Owner's Representative Initials: MNM Producer's Initials: _____

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(c) Producer understands that Premises is a place of business. Producer will take care and will instruct his crew to take care of the Property, and in conducting or compensating Owner for repairs or restoration, only qualified persons, in his or her professional field, selected by or acceptable to Owner will be used.

(d) Producer agrees that by the end of the last Shoot Day or Wrap Day, as applicable, Producer shall remove from Premises all structures, equipment, and material placed thereon by Producer or by anyone in connection with the Production.

(e) Producer agrees that if any personal property of the Owner is to be moved in connection with the Production, photos of the property in exact original position will be taken in advance and used at the conclusion to check that all has been restored to original condition.

15. Additional Cautions and Restrictions Re: Use of Premises.

(a) Producer agrees to provide adequate layout board and other protective floor, lawn, window, staircase railings, carpet and wall coverings, including cable crossings, and to place them under all equipment used inside and outside of the Premises and on areas of heavy foot traffic. Producer shall cover floors of all areas used for food, including craft service and catering. Producer shall also cover the driveway, garage and other places vehicles might park to prevent stains. Furniture pads are to be placed on tabletops, work surfaces, countertops and any other fragile surfaces. Bubble wrap shall be used on railings and any sensitive furniture or possessions. Producer shall be responsible for any and all precautions reasonably necessary to protect Premises and property thereon. Producer will remove all layout board, paper, tape, bubble wrap and other material or garbage from the Premises at the conclusion of use.

(b) Any painting must have Owner's prior consent, and if such painting occurs and Owner wishes to change the color or quality at the conclusion of Production, Producer will pay for Premises to be re-painted using a painter and paint chosen by Owner. For every day that passes after the Production Time Frame and until the re-painting is concluded to Owner's reasonable satisfaction, Producer shall pay a Wrap Day fee, except that such fees shall not apply to weekdays during which Owner's desired painter is unavailable to start work.

(c) Producer agrees to inform all cast and crew that no wandering within Premises is allowed. Crew members caught wandering in Premises may be escorted off the Premises for the remainder of the Production Time Frame. Producer is responsible to compensate Owner for any damage or loss caused by disallowed wandering.

(d) No drilling into any surface, nails, double faced tape, water based smoke or dulling spray is/are permitted unless Owner gives prior written permission. No oil based smoke is permitted at any time. Plumbing and fixtures may not be altered without Owner's prior written permission.

(e) No smoking is allowed on Premises at any time. Cigarette "butt' cans shall be provided by Producer and placed along side the street only.

Owner's Representative Initials: **MNM** Producer's Initials: _____

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(f) Owner's phones, fax machines or other equipment may not be used without Owner's permission. Owner's food may not be eaten unless paid for.

(g) Producer agrees to bring its own generator for electricity. If Producer uses Owner's electricity for anything other than normal houselights and charging of battery packs, Producer agrees to pay $ N/C per day for electrical use.

(h) Producer agrees to provide bathrooms for the use of crew and cast; no use of Owner's bathrooms is permitted without Owner's permission.

(i) No eating or drinking will be allowed inside Premises, unless it is required for a scene to be photographed. If required for a scene, Producer will undertake all reasonable efforts to protect the property from any damage, including but not limited to stains, odors, fire, tinting, and water damage.

(j) Producer will notify Owner in advance if Premises' alarm needs to be reset in connection with the Production.

The following item should be put on the Producer's call sheet:

(k) THERE IS ABSOLUTELY NO FOOD, NO DRINKS OTHER THAN WATER, NO CHEWING GUM, AND NO SMOKING ON THE STADIUM FIELD.

(L) SMOKING IS ALLOWED ONLY IN THE DESIGNATED SMOKING AREAS TBD.

(m) At the end of every Production day, Producer will be responsible for picking up all litter, including but not limited to, cigarette butts, water bottles, cans, paper products, etc.)

16. Walkthrough. At the end of the shoot and/or Wrap Day, Owner and Producer shall do a walkthrough of Premises to determine any damages or failure-to-return-Premises-and-property-to-original-condition claimed by Owner. A list of damages or items needing correction is to be submitted to Producer who shall promptly arrange or pay for their repair or correction.

17. Notice of and Payment for Damage or Injury.

(a) Owner agrees to notify Producer (through MNM) within seven (7) days after the last Shoot or Wrap Day of all claimed property damage or personal injury, except to the extent that either the Producer has already acknowledged the damage or injury, or the damage or injury is not reasonably detectible until a later date and then notice shall be immediately given. Owner shall permit Producer to make a prompt and reasonable investigation of said claims, if Producer wishes, and said investigation must be concluded within seven (7) days of the notice by the Owner.

(b) Any undisputed claim, or portion thereof, shall be paid by Producer to MNM within seven (7) days of receiving notification from Owner. Payment shall be made, in the first instance, by deduction from the Security and Damages Deposit (to the extent any remains), and thereafter by Producer's prompt payment to MNM.

Owner's Representative Initials: MNM Producer's Initials: _____

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(c) If Producer does not acknowledge responsibility for or the amount of claimed damage, loss, or injury, Producer shall so notify owner in writing no later than fourteen (14) days after Owner's notice of same. Failure to contest the claim within this time waives Producer's right to contest the claim.

(d) With regard to contested claims of damage, loss or injury, the parties shall attempt informally to resolve any disputed claim by meeting face-to-face within seven (7) business days of the day the dispute becomes apparent. If the parties are unable to informally resolve their dispute, paragraph 21 below applies.

18. Permits, Use and Neighbors. Producer is responsible for obtaining and maintaining all required permits and permissions in connection with the Production from the City of Monterey Park permit office, and/or any other public or government agency, as required, for all activities on the Premises, and to follow all rules and regulations set forth by them and the City of Monterey Park Fire Department and City of Monterey Park Police Department in regard to Premises and neighborhood. Producer is responsible to ensure that the Production and its use of Premises, and all crew and cast used in connection therewith, comply with all applicable rules and regulations of any governing or regulatory body, including but not limited to the Monterey Park Fire Department and Monterey Park Police Department. Producer will ensure that Owner's neighbors are treated with respect and courtesy by all employees, agents and independent contractors working in connection with the Production.

19. Use of MNM. Producer agrees to acquire Premises through MNM for all subsequent filming activities for a period of one year from the date of this contract.

20. Insurance. Producer shall provide the following insurance:

(a) Commercial General Liability Insurance:
$3,000,000 per occurrence for bodily injury and property damage
$1,000,000 personal and advertising injury
$5,000,000 general aggregate

(b) Business Automobile Liability Insurance with a minimum combined single limit of $5,000,000.00 per occurrence - if transportation, delivery, commercial use or mobile catering truck is involved

(c) Workers' Compensation Insurance OF $1,000,000.00 as required by the Labor Code of the State of California, and Employers' Liability Insurance.

(d) Waiver of Subrogation endorsement for all policies - General Liability, Worker's Comp, Auto & Excess Liability/Umbrella policies.

(e) Language to be included on the Cert of Insurance: "Los Angeles Community College District, its Board, Offices, Employees, Agents and Volunteers are named as additionally insured per attached Endorsement Form. Waiver of Subrogation and Primary Non-Contributory apply per attached Endorsement."

Owner's Representative Initials: MNM Producer's Initials:

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Owner shall be named an additional insured on all insurance by endorsement, excluding subparagraph (c), and all of said insurance shall be primary and noncontributing with any other insurance available to Permittee (and other applicable entering party) and shall contain a full waiver of subrogation endorsement. Producer shall cause the insurers to notify Owner in writing of any requests to terminate said insurance or any intention by the insurer to terminate said insurance. Owner reserves the right to require other coverage on a case-by-case basis (i.e., pyrotechnics, aviation, excess automobile and watercraft liability with minimum coverages of $10,000,000) or modify its insurance requirements at any time and Producer shall modify its insurance coverage to conform to the applicable requirements upon receipt of written notice from or Owner. Producer shall not do or permit anything to be done in or about the Premises or bring or keep anything therein that would affect or increase the existing rate of any fire or other insurance covering the property upon which the Premises is located, or that would cause a cancellation of any such insurance policy or any provision thereof. No later than 24 hours before the start of the first Prep Day or Shoot Day, whichever comes first, Producer shall supply Owner (through MNM) with separate valid certificates of insurance naming Owner and MNM as additional insured's and loss payees on the aforementioned General Liability and Property Damage insurance policy(ies) and a copy of the relevant declarations page from all the policies) referred to above. Producer is responsible for paying any and all applicable deductibles in connection with insurance claims for damages, losses or injuries suffered in connection with the Production.

21. Indemnity. Producer hereby agrees to indemnify and hold harmless MNM and Owner from any and all third party claims (including but not limited to claims by persons or companies working on the Production) for damage, injury or loss in connection with the Production and any legal expenses associated therewith (including but not limited to MNM's and Owner's incurring of attorney's fees, arbitration fees, court fees and/or all costs or damages incurred or paid in connection with MNM's and Owner's defense and/or liability for damage injury or loss in connection with the Production). Producer further agrees to indemnify MNM and Owner for all loss and damage incurred by MNM and Owner in connection with the Production.

22. Mediation, Litigation/Arbitration. The parties agree that, in the event informal attempts at dispute resolution fail, they will submit any and all disputes arising in connection with this Agreement or with the Production to mediation before the JAMS in Los Angeles. Producer shall pay or reimburse Owners for the fee to initiate the mediation with JAMS. The parties may be represented by counsel at the mediation, but each party shall also be present in the person of someone duly authorized in writing to settle all disputes with the other side for any amount that the mediator suggests. The parties are to bear their own attorney's fees in connection with the mediation, and the parties are to share on a 75-25 basis (75% for Producer and 25% for Owner) the fees and expenses (other than initiation fee as set forth above) billed by JAMS and/or the mediator. If mediation fails, then each party is free to initiate in Los Angeles arbitration under the rules of the American Arbitration Association or litigation in the Superior Court of Los Angeles County, and any applicable statute of limitations shall be tolled during the time the mediation was ongoing. In any arbitration or litigation, the prevailing party shall be entitled to collect from the non-prevailing party (or its insurer) attorneys fees and costs incurred in connection with that proceeding in addition to any damages or other award.

Owner's Representative Initials: **MNM** Producer's Initials: _____

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23. Final Agreement; California Law. This Agreement supersedes any and all prior agreements, written or oral, on these subjects between these parties. Modifications must be in writing and signed by both parties to be binding. This Agreement and all issues related to the parties rights and responsibilities are governed by California law (other than its conflict-of-laws-law). If any portion of this Agreement is held invalid or unenforceable, the other parts of the Agreement shall, to the extent possible consistent with the parties intent and with fairness, be valid and enforced.

OWNER: EAST LOS ANGELES COLLEGE

BY: *Michael N. Marks* Dated: *January 8, 2020*

TITLE: Owner's Representative

PRODUCER:

BY: **Staci Buckley** Dated: **January 18th, 2020**

TITLE: **Location Manager**

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REGULATIONS

1. STANDARDS OF CONDUCT. Subject to exceptions enumerated in the Board's current rules, the following conduct is prohibited under this Civil Center Permit: unlawful discriminatory conduct, profanity, possession or use of intoxicating liquors, drugs, or narcotics, quarreling or fighting, betting or other forms of gambling such as conducting a raffle or lottery, and the conduct set forth in Article VIII of Chapter IX of the Board Rules. Under no circumstances may an Associated Student Organization and/or recognized student club sponsor an event involving the sale or distribution of alcohol under a Civic Center Permit.

2. MANAGEMENT AND CONTROL OF FACILITIES. the management, direction, and control of college facilities, which includes determining whether supervision is necessary while college facilities are being used, is assigned to the college President by the Board of Trustees. The college reserves the right to require security at the meetings held at college facilities or call the police when necessary, the cost of which shall be borne by the Permittee. Permittees or guests in attendance shall not supply their own security without prior written approval from the college President.

3. JURSIDICTION OF DISTRICT EMPLOYEE. Complete control of facilities is under the jurisdiction of the Los Angeles Community College District's employee that is assigned responsibility for supervising the use of the facility. Such control includes the right to enter District facilities at all times to enforce District rules and regulations.

4. SUPERVISION OF RECREATION. College authorities may supervise activities if this using college grounds, gymnasiums, and other athletic and recreational facilities for civic purposes. Athletic equipment may only be when available and special arrangements are made with the college.

5. NO VIOLATION OF LAW. No activity shall be conducted which constitutes a violation of any federal, state, or local law, nor any Board rule, as promulgated from time to time.

6. POLITICAL CAMPAIGNS. College premises shall not be used as political campaign headquarters. All candidates running for a given election shall be given equal access to use of District facilities, as appropriate.

7. EQUIPMENT BELONGING TO AN ASSOCIATED STUDENT ORGANIZATION. Arrangements and payment for use of any equipment belonging to an Associated Student Organization shall be made with the Associated Student Organization in accordance with the District rules and administrative regulations.

8. INTERFERENCE WITH COLLEGE. Permission to use college facilities may be granted when the property is not needed for college purposes. No activity shall be inconsistent with the use of the buildings or grounds for college purposes, or interfere with the regular operation or scheduling of college educational programs and activities.

9. ERECTION OF STRUCTURES, ETC. No structures may be erected or assembled on college premises not may any electrical, mechanical, or other equipment be brought thereon without p[rior written approval of the District.

10. SIGNS. Signs may be posted on the college premises only with the permission of the college president or his/her designee and in places and manners designated by him/her. Without prior written authorization, the signs will not be posted more than one hour prior to the meeting and shall be removed immediately after the meeting by the Permittee. A sign may not state or otherwise suggest that either the District or a college sponsors or endorses a particular individual/organization/activity. use of the District and/or college name is also prohibited unless permission is granted by the Board of trustees in advance. Sponsors may not expect their meeting to be advertised through college media.

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11. **SAFETY REGULATIONS. The user at all times during the use and occupancy of the premises shall thoroughly comply with all ordinances, laws, and regulations affecting the use and occupancy thereof including all state and local fire, health, and safety laws, ordinances, and regulations.**

12. **NO SMOKING. Permittee agrees to enforce and obey "no smoking" signs within any building, and also in any other place if such a place is designated as non smoking.**

13. **SPECTATORS. All spectators are to be limited to designated areas while watching activities.**

14. **FIRE HAZARDS. Except for firework events approved by the District, lighted candles and any devices having any form of open flame and/or material or device which constitutes a fire hazard are expressly prohibited.**

15. **GYM FLOOR. No person wearing street shoes of any type shall be permitted to walk on the gym floor when participating in basketball, volleyball, badminton, and similar typed of activities.**

16. **NO EXTENSION OF CLOSING TIME. Teams using the college athletics facilities must finish, including showers, within the designated time.**

17. **CLOSING TIME. College premises shall not be used later than 11:00pm, except upon special permission of the college.**

18. **WEAPONS. The possession and carrying of firearms and weapons of any kind on college premises shall be prohibited, except by peace officers.**

19. **DAMAGES. Permittee shall be responsible for any and pay for any repairs or replacement of District property which are made necessary by reason of Permittee's negligence, use or misuse of college premises.**

20. **USE OF FOOD FACILITIES. Use of cafeteria or other kitchen facility for the serving of food requires the prior consent of the college, and may require the presence of District personnel. Then college's food service operations shall have the option of serving any food product. Permittee shall be responsible for paying the costs associated with this supervision and service, as well as for any loss, damage or breakage of cafeteria equipment occasioned by Permittee's use.**

21. **NO MONOPOLY. No use shall be granted in such manner as to constitute a monopoly for the benefit of any person or organization.**

22. **CANCELLATION OF PERMIT. The District reserves the right to cancel any usage under this Civic Center Permit as appropriate, which includes but is not limited to Article VIII of the Board Rules. The college has the right to cancel a permit whenever a need for the facilities for educational purposes arises after issuance of permit.**

23. **FOURTEEN DAY LIMIT. No privilege of using college facilities shall be granted to a permittee for a period exceeding an aggregate of fourteen days in one fiscal year unless in accordance with Board Rule 7202 et. seq.**

24. **CANCELLATION BY PERMITTEE. Facilities shall be held available for the Permittee until one-half hour after the time designated in the permit for that activity to begin. Notification of cancellation of meetings, for which there is a service charge, must be received at least two business days prior to the time for scheduled use, if advance payments are to be refunded in whole or in part. Any refund shall be at the sole discretion of college. All cancellations, whether a charge was levied or not, shall be reported to the permit-issuing office.**

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